

**State of Michigan**

**DEPARTMENT OF LABOR**  
**EMPLOYMENT RELATIONS**  
**COMMISSION**  
**LABOR RELATIONS DIVISION**

**FACT FINDING CASE**  
**NO. G94 C3016**

**FERRIS STATE UNIVERSITY**

*Ferris State University*

**RESPONDENT EMPLOYER**  
**FERRIS STATE UNIVERSITY**

**PETITIONER**  
**FERRIS FACULTY ASSOCIATION MEA/NEA**

**FACT FINDER**  
**CARL D. KEREKES**

**Merc Case No- G94 C3016**

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**STATE OF MICHIGAN**

**DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION  
LABOR RELATIONS DIVISION**

**FACT FINDING CASE No. G94 C3016**

**August 20, 1997**

Ferris Faculty Association, MEA/NEA -and-  
Ferris State University Board of Trustees

**MERC Fact Finding Case No. G94 C3016** arising from a Contract Impasse at  
Ferris State University which resulted from failure to reach agreement for renewal of  
the expired 1994 contract.

**Respondent Employer  
For Ferris State University**

Peter A. Patterson, General Council  
Patterson Kinney & Ruga  
5075 Cascade Road SE  
Grand Rapids MI 4954

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**Petitioner - Labor Organization  
For Ferris Faculty Association M.E.A./N.E.A.**

Mr. Douglas Wilcox  
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**Fact Finder -**

Carl D. Kerekes  
C.D. Kerekes, Associates  
2845 Cascade Springs Dr. SE  
Grand Rapids, MI 49546

## **STATEMENT OF FACTS**

**MERC Fact Finding Case No. G94 C3016** was brought on for hearing before **Carl D. Kerekes** in Big Rapids, Michigan during five meeting days, consisting of two Pre-Hearing Meetings in Grand Rapids, and three Fact Finding Meetings held at Big Rapids, in February 1997.

### **A. Parties**

Respondent-Employer, Ferris State University, (hereinafter referred to as The University), is a State University operating under the Laws of Michigan. The Ferris Faculty Association referred to as (Association) is the plaintiff, it's members are represented by the M.E.A./N.E.A.

### **B. General Background**

Negotiations to replace the expired 1994 agreement failed. Although a number of tentative agreements were reached, many issues remained in dispute. State mediators were called in to assist the parties. This effort failed to motivate resolution. Ultimately, the FFA petitioned for Fact Finding on 1-24-1996. In addition to the Fact Finding petition the FFA filed an Unfair Labor Practice charge with M.E.R.C., on May 21, 1996. The petition contained many charges but the central thrust asserted that the University did not reach impasse and unlawfully implemented terms of its' Last Best Offer. As of early July, 1997 the Fact Finder has no information that M.E.R.C. has reached it's final decision on the validity of the U.L.P. charge.

Fact Finding hearings consisting of two pre-hearing conferences and three days of formal Public Hearings, conducted at Ferris State University, involved introduction, discussion and acceptance of 241 Exhibits. The Fact Finder is indebted to Messrs. Douglas Wilcox and Peter Patterson who were chief advocates for the Labor Organization and Employer respectively. These gentlemen and respective staff members worked tirelessly to clarify and present several thousand pages of data. The documentation in this case is superb. All of the facts, exhibits, transcript of testimony and post hearing briefs have been carefully reviewed. The Parties requested the Fact Finder to include his reasons and basis for conclusion, I am pleased to do that. Although the issues are many and complex, my recommendations will be based upon the following general principals:

### **C. General Principals.**

The University and Members of the Association are in a period of economic adversity, duration of which is unknowable. The issue of immediate concern is diminishing revenue due to declining student enrollment.

The University is properly motivated to enhance it's legal right to manage.

The Union has a compelling motivation to conserve it's legal right to represent the membership.

The Employer places great value upon ease of administration and strongly resists restrictions which inhibit productivity.

The Union places equally strong emphasis upon contractual preservation and improvement of wages, hours and working conditions for its' membership.

The Parties must each concentrate on efforts to earn respect from each other, if they expect to achieve mutually supportive coexistence.

Bargaining implies gaining something in exchange for something. The Union should relax its efforts to retain certain issues which inhibit productivity. The University should approve a rational economic agreement, in exchange for that relaxation.

**D. Procedural Note -** Each disputed section of the Agreement is:

- A. Reported separately, one issue per page.
- B. Each page is numbered.
- C. Sections follow the sequence of the 94 Agreement. Exceptions are noted.
- D. An index is provided.

**E. Fact Finder Recommendations and Reasons.**

**Note:** The Fact Finder gives his recommendation on those Sections of the Agreement which are reported as still in dispute by the parties. All other sections have been settled by Tentative Agreement according to the record.

# **Fact Finder Recommendations and Reasons.**

**MERC CASE No. G94 C3016**

## **SECTION 1 - Basic Contractual Provisions**

### **1.1B Definitions**

#### **FFA Position**

As stated in the record.

#### **FSU Position**

There are approximately 13 terms to be agreed to.

#### **Fact Finders Recommendation:**

This is reserved until Fact Finding Recommendations have been either accepted or rejected by the Parties.

#### **Reason:**

The Parties are close to agreement now on these terms. It is premature for the 20, 1997 Fact Finder to define terms at this point. No one can predict what provisions will be included in a New Agreement. Further, the Fact Finder believes, if a new agreement results from fact finding, the parties will be in a mood conducive to reaching agreement on definition of terms, without further reference to the Fact Finder. If that is not the case I will be pleased to give my opinion on these issues, if requested to do so.

### **1. 3 C - Temporary Employees**

(Note: this is referred to as 1. 3 C in the FSU Brief and 1.3 H in the 94 agreement.

#### **FFA Position**

FFA wishes to retain 1994 language as is. This language states that temporary employees may not have temporary status for more than two ( 2 ) years. However, in cases of mutual agreement between FSU and FFA, said period may be a total of three (3) Years. "The FFA wishes to retain the specified "input role" which the 94 language provided, ie. "requiring mutual agreement for retention of temps for more than two years."

#### **FSU Position**

FSU deletes this section, stating there is no reason for an artificial limit of two or even three years as well as several other arguments which are carried in the post hearing brief.

#### **Fact Finder Recommendations:**

FFA should accept the proposed deletion of the old section (1.3C) or (1.3H) **Temporary Employees**, conditioned on FSU's willingness to add the following language as a replacement for the old language. "

"If FFA believes hiring of temporary employees to replace members who are absent or new hires who are not available has resulted in erosion of the bargaining unit, FFA must raise such issue for discussion with FSU. If this is done and if the discussion does not resolve the matter, FFA may pursue the matter through the grievance/arbitration procedure."

#### **Reason:**

If temporary employees are hired only to replace absent FFA members no erosion is present. If this is abused it should be subject to grievance procedure.

### **Section 3.5 A/B - Evaluation and other Tenure Issues**

(Note: Referred to as 3.6 A/B in FFA Proposal)

#### **FFA Position (3.6 A/B)**

Wishes to retain the 1994 language reference to "tenure track"

#### **FSU Position (3.5 A/B)**

Change term "tenure track" to "Non-Tenured." The reference to an "exception for 3.7A" is a new proposal from the University proposing tenure credit for new hires based on tenure earned at prior teaching institutions. The Fact Finder will address that issue on page 8, in it's proper sequence.

#### **Fact Finder Recommendation -**

FFA should accept FSU language.

#### **Reason:-**

The term "non-tenured" is a less ambiguous than tenure-track.



## **Section (3.5K-3.6K) Recommended non-reappointment of non-tenured employees.**

### **FFA Position 3.6K**

In the event the tenure review committee and the vice president for Academic Affairs concur in recommending non-reappointment or do not concur, reappointment is denied, provided that a member may appeal to the president as follows:

1. In the event that either the tenure review committee or the appropriate vice president recommends reappointment, the member denied reappointment may appeal on the basis of one (sic, or) more of the following:
  - Discrimination on the basis of race, sex, religion, national origin, age, physical handicap, marital status, sexual preferences;
  - Failure to follow contractual and/or departmental procedures in denial of reappointment;
  - The specific reasons for non-reappointment as cited in writing as required in Section 3.6J above.
2. In the event both the tenure review committee and the vice president for Academic Affairs recommend against reappointment, the member denied reappointment may appeal only on the basis of K.1.a and K.1.b. above.
3. The appeal must be in writing, be delivered to the office of the President on or before April 15 for members in their first year of service and February 15 for each subsequent year. The appeal must state the specific reasons for the appeal.
4. The decision of the President is final, binding and not subject to arbitration.

### **FSU Position 3.5K**

Appeal is limited to claim that contract and/or department/college procedures were not followed.

In the event the tenure review committee and the VPAA concur in recommending non-reappointment or do not concur, reappointment is denied, provided that a member may appeal to the President, as follows:

1. In the event the tenure review committee and the VPAA recommend against reappointment, the appeal is limited to a claim that the contractual and/or department/college procedures were not followed.
2. In the event that either the tenure review committee or the VPAA recommend against reappointment, the appeal is not limited to procedures.
3. The appeal must be in writing, be delivered to the office of the President on or before April 15 for members in their first year of service and February 15 for each subsequent year. The appeal must state the specific reasons for the appeal.
4. The decision of the President is final, binding and not subject to arbitration.

**Fact Finder Recommendation:** FFA should accept FSU proposal.

**Reason:** The issue of unlawful discrimination is properly relegated to the courts which is the appropriate agency for resolution of such matters. .

**Section 3.7A - (New FSU Proposal)** granting tenure credit to new hires for prior service at previous institutions.

**FFA Position - (As stated in Its' Post Hearing Brief)**

The Association is opposed to the Board's proposal for a number of reasons. First, tenure without any faculty input is contrary to tentative agreements already signed on this section. For example, all faculty are required to go through a three to five year probationary process and are reviewed by faculty and administration before tenure is granted. Second, the criteria for an individual who obtained tenure at a prior institution may be different than at FSU. For example, a faculty member with tenure from a research institution may have different requirements than a faculty member with tenure at Ferris State University, a teaching institution. Just because that individual may be an excellent researcher does not mean he or she will be even a good instructor.

**FSU Position -**

Administrators or faculty hired by FSU who have held faculty tenure at another post secondary institution accredited by a recognized accrediting entity may, in the discretion of the President of FSU, be granted tenure upon hire. The President of FSU may ask for input from faculty in the department in which the person is placed in a bargaining unit position before tenure is granted. The person hired is subject to section 7.8 upon the commencement of bargaining unit work.

The Fact Finder has reviewed agreements of 8 other Michigan Universities and Colleges, only 2 of which provide for issuance of tenure credit for prior service at previous accredited institutions.

Fact Finding Hearings did not provide historical data sufficient to justify an urgent need for this new potentially controversial provision, however, post hearing briefs by the parties responded with pro and con.

**Fact Finder Recommendation/Reason**

The University should withdraw their proposal. The Parties should use the remaining life of the new agreement to gather and present data which will demonstrate actual hiring opportunities which bear out the value which would accrue to the teaching community and quality of instruction, if this feature had been in place. Both the M.E.A. and the University may wish to consult with Western Michigan University and others concerning their experience with similar clauses. This issue should be reserved for future consideration.

### **Section 4.3 - Past Practices: Educational Policy**

**FFA Position** - FFA wishes to maintain the status quo, by keeping the old language which assures FFA participation through making recommendations relating to Educational Policy.

**FSU Position** - FSU takes a position which is best expressed by a verbatim listing of its written proposal, as follows:

**Section 4.3 Past Practice: Educational Policy.**

- A. This agreement shall not be construed to deny faculty the opportunity to participate on Committees. (FFA) package 3/23/97)
- B. The FFA may raise for discussion, with the faculty and administration, issues of concern to faculty including the adoption of new educational policies. (FFA package 3/23/97)

### **Fact Finder Recommendation:**

FFA should accept the FSU proposal on this section. This should be conditioned on joint agreement with the Fact Finders' recommendations.

### **Reason:**

The Fact Finder, is aware of the status of relationships between the parties. Traditions and procedures which have evolved in relation to negotiation of and implementation of, this **section 4.3**, lie at the heart of controversy. The invitations set forth in the FSU version **4.3A** - contain contractual assurance that this new clause - "shall not be construed to deny faculty the opportunity to participate on committees" and in **4.3B** ie: "raise for discussion, with faculty and administration, issues of concern to faculty including the adoption of new educational policies". This is assurance of continuance of participation by faculty in terms of offering both negative and positive suggestions for change.

The Fact Finder believes adoption of this proposal will significantly improve relations between the parties. The Issue of "dual Gate Keeping" requires resolution. The "right to represent" its membership is exclusively reserved for Labor organizations as appropriately defined in law. The "right to manage" is equally defined and reserved for management under the law. If either party allows the other to infringe upon its' legal rights in this area, great difficulties arise.

## **Section 7.2B - Workload for Counselors and Librarians**

### **FFA Position:**

**A.** Each department/unit shall establish workloads for counselors and librarians agreeable to a majority of the faculty, department heads/supervisor, and the VPAA. If the department head/supervisor and a majority of the affected members are unable to agree on a workload policy within 90 days after the ratification of this agreement, either party may request the workload policy be formulated pursuant to 7.2III. If no workload policy review is requested, the VPAA may determine the workload policy. (See FFA Post Hearing Brief page 69)

**B.** Workload policies should address length of work day, hours per week, and compensatory time.

### **FSU Position -**

- 1 . Counselors and Librarians are professionals. Specific work load procedures are not required or desirable.
- 2 . Non-teaching members have access to the workload review process when appropriate.

### **Fact Finders Recommendation -**

FFA should accept FSU proposals on this section. This should be conditioned on joint agreement with the Fact Finders recommendations.

### **Reason:**

The "Professional Status" of the group recognizes the unstructured nature of their occupations. No compelling evidence was presented to indicate a need to bring this group under control of formal workload procedures. The FFA should rely upon existing language which invites members who feel the need for a more structured definition to request the workload review process. In any case unresolved workload situations are subject to protection of the grievance procedure.

**Section 7.5 F - Department Unit Procedures.**

**FFA Position:**

Retain old language re department/unit referendums. F. "Any referendum or vote by bargaining unit members on department/unit matters shall be limited to the bargaining unit members of that department/unit".

**FSU Position:**

Delete section F

**Fact Finder Recommendation:**

The FFA should accept the FSU proposal to delete this section. This should be conditioned on joint agreement with the Fact Finders' recommendations.

**Reason:**

The Fact Finder agrees with the FSU position. FFA votes should not be regulated by contract, FFA is free to vote on any matter of interest to them.

## **Section 7.6 - Hiring**

### **FFA Position:**

FFA defines, "All counselors as one unit."

The FFA provides department head/supervisor may be a voting member of the search committee.

The FFA limits the number of interviewed candidates the University may add to the list to three per year.

### **FSU Position:**

The University provides language which requires the department to form a search committee and or procedures, if no such committee or procedures are in place.

The University refrains from defining all counselors as one unit.

The University does not refer to a limitation on the number of interviewed candidates which may be added to the list.

The University has compelling objection to FFA paragraph C language, which ties the review process to jointly accepted procedures and policies.

### **Fact Finders Recommendation**

FFA should accept FSU proposals on this section. This should be conditioned on joint agreement with the Fact Finders' recommendations.

### **Reason:**

The University should not agree to relinquish it's legal right to manage the University. There are many decisions which should not be consigned to "jointly accepted procedures and policies". The FFA should respect that right and rest secure in the exercise of its own right to redress adverse impact arising from such action through grievance/arbitration procedure. Section 7.6 is a detailed list of required actions to be followed by both parties. The Union is not barred from filing grievances based on failure of the University to comply with this clause.

## **Section 7.7B Summer Term Employment      COMPENSATION**

### **FFA Position:**

Pay for full load should be (45% of base salary.)

Date of determination of enrollment should be "based on the higher number of students at the end of summer early registration or the number of students on the University's official count date".

### **FSU Position**

Pay for full load should be (33%) of the member's regular academic year salary.

Enrollment date "for determining full pay shall be at the end of early registration".

### **Fact Finder Recommendation**

FFA should accept the FSU proposal on section 7.7B. This should be conditioned on joint agreement with the Fact Finders' recommendations.

### **Reason**

The percentage of base salary for summer pay should reflect the percentage of time spent teaching during summer term. Under the FSU proposal the 33% is appropriate, 45% is clearly excessive. The FFA brief makes it clear that teaching a 3 credit course required the same time "per term" summer or winter. Faculty in summer teach more hours for less weeks. Faculty are not paid by the hour, they are salaried employees. .

## **Section 7 .7C Special Experimental Courses for Summer School.**

### **FFA Position**

Change the pro rated cap for full pay from 20 to 15 students.  
Guarantee that the designer of the course has the right to teach the class for two years.

### **FSU Position**

Salary for special/experimental courses approved pursuant to university policy will be pro rated in terms of the instructor's salary for the academic year and a full enrollment number of twenty (20) for the course/section. An enrollment of twenty (20) or more will receive full pay.

Special/experimental courses taught for less than full pay do not affect an instructor's position on his/her department summer teaching rotation list. Regardless of position on the rotation list, a member who designs a special/experimental course has the right of first refusal on teaching the course for the first summer the course is offered and, with the concurrence of the department head, for the next summer.

### **Fact Finder Recommendation**

FFA should accept the FSU proposal to maintain the cap at 20 students as specified in the old agreement. This acceptance should be conditioned on joint agreement with the Fact Finders' recommendations.

Teaching experimental courses the second year. FSU should add the following language to its' 7.7B (2) section: "Where teaching in the second year is not concurred in by the Department Head, the Department Head will give the affected member a written statement of reasons why the second year approval was not given. Such notice will be given within 60 days of conclusion of the first year experimental class.

### **Reason:**

Retaining the old cap of 20 will preserve productivity. .

The addition of written notice is in line with fairness and open communication.



## **Section 7.8 (A,B,& C) - Performance Review**

### **FFA PROPOSAL**

Member being reviewed must agree with instrument used for evaluation. Review shall not be used for discipline or dismissal.

The review is confidential between the member and his/her department. Members may elect to use selected components of this review for purposes of promotion or merit application.

### **FSU PROPOSAL**

A. Tenured members' performance shall be periodically reviewed by their department head or equivalent. Review may include, but is not limited to, peer review, student evaluations, and other performance assessment methods.

B. To involve members in the development and/or change in standards department heads will provide not less than 30 calendar days for department faculty input before submission to the Dean.

C. The content of reviews is not subject to the grievance procedure.

"A member who disagrees with all or any part of the review must deliver a written response to the department head within ten(10) working days of knowledge of the review. The response must identify all aspects with which there is disagreement and the factual basis for such disagreement. The response will be attached to and remain with the review. Upon request, the member may meet with the next higher administrator to discuss the review and the response.

### **Fact Finder Recommendation:**

FFA should accept the FSU proposals on section 7.8 (A,B,& C) This should be conditioned on joint acceptance of Fact Finder recommendations..

### **Reasons:**

The Fact Finder is aware of and respects the high degree of cooperation which the MEA and Administrations at other Michigan Colleges/Universities have memorialized in respect to support for and use of performance reviews in their contracts. This is persuasive evidence that performance reviews are widely used to promote career development and professional excellence. That is true throughout this country in both academic and private institutions. Adoption of this proposal will make significant contributions to quality of instruction.

**SECTION 8 - RETRENCHMENT - (Section 8 and all of it's sub-sections)**  
**Listed as: (8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9)**

**FFA Position**

As stated in the record.

**FSU Position**

As stated in the record.

**Fact Finder Recommendation:**

FFA should accept the FSU proposal conditioned upon a proposal from FSU to add the following language in Article 8.3(F) "When FSU departs from compliance with 8.3(E) above for "programmatic needs" the president of FFA will be notified in writing by the administration. . The written notice will be issued at least 30 days prior to the effective date of layoff and will include but not be limited to the following:

1. Name and Department of member affected
2. Reasons for the exception
3. Expected length of retention.
4. Projected date of layoff."

**Reason:**

The FSU proposal is a simplified (clear) version of what was a very complex procedure. The FFA proposes to make it more complex. Adoption of FSU language will simplify administrative procedures and ease of understanding by faculty and administration alike. Addition of written notice of out-of-line retention for programmatic reasons will invite FFA attention to the exception so discussion and or grievance action can be followed.

The Fact Finder is aware of absence of reference to a "retrenchment committee and or academic senate in the new language." That is an essential element designed to reduce excess due process with it's attendant contribution to delay and cost.

The FFA will retain all the power it needs to redress "adverse actions" which members might experience in connection with implementation of retrenchment through section 4.3B or grievance procedure. .

**Note:** The above recommendation applies to Section 8 and all of it's parts.

## **Section 10.7 - Personal Leave Day**

### **FFA Position**

FFA wishes to extend 2 personal leave days for Optometry and Pharmacy professors.

### **FSU Position**

FSU wishes to keep the 1994 language in place. This excludes optometry and pharmacy professors.

### **Fact Finder Recommendation:**

FFA should accept the FSU position on this issue.

### **Reason:**

Persuasive evidence to support the need for more leave days was not noted by the Fact Finder. The equity argument was advanced by FFA, however, the Fact Finder does not view 1997 as a year in which non-productive enhancements should be approved.

**Section 10.8A - Military Leave**

(This is referred to as 10.8 in the FFA proposal.)

**FFA Position:**

FFA proposed new language does not include the sentence, "provided that the insurance carrier agrees to continue to provide benefits for such member."

**FSU Position:**

Since this is required by law, it need not be in the contract. FSU proposes to delete this section.

**Fact Finder Recommendation:**

This section should be removed from the agreement.

**Reason:**

This matter is covered by Federal Law.

## **Section 12.2 Vacations**

### **FFA Position:**

"Faculty with 10 or more years should receive 25 days of vacation rather than 20 days.

### **FSU Position:**

This would be counter productive.

### **Fact Finder's Recommendation:**

FFA should accept the FSU proposal on this section. This acceptance should be conditioned on joint agreement with the Fact Finders' economic recommendations.

### **Reason:**

The current enrollment decline precludes increasing fringe benefit costs.

## **Section 13.2 A. Health Insurance**

### **FFA Position:**

Improve:

1. Coverage for sponsored dependents.
2. Improve:
  - a. Long term disability (LTD)
  - b. Vision
  - c. Life Insurance
  - d. Dental
3. Insurance premiums and caps.
4. Other benefits
5. Travel increment.

**FSU Position:** As implemented.

### **Fact Finders Recommendation:**

FFA should accept the FSU proposal on this section.

Current declining student enrollment must be reversed by cooperative efforts of both parties before fringe cost increases are considered.

### **Reason:**

Increasing fringe benefit costs at this time should not occur..

**Section 13.2 D      Health Insurance - University Contribution**

**FFA Position:** Insurance caps start with 1994 to 98 increases as follows:

<u>Year</u>	<u>Plan A</u>	<u>Plan B</u>
91-95	\$584	\$252
95-96	\$607	262
96-97	\$632	272
97-98	\$657	283

**FSU Position:** Maximum premium per month per member

94-95	\$472.70	\$ 92.55
95-96	\$495.81	\$ 97.18
96-97	\$538.24	\$105.19
97-98	\$559.97	\$109.40
98-99	\$582.16	\$113.77
99-00	\$605.45	\$118.32
00-01	\$629.85	\$123.06
01-02	\$654.85	\$127.98

**Fact Finder's Recommendation:**

FFA should accept the FSU proposal on this section. This acceptance should be conditioned on joint agreement with the Fact Finders' economic recommendation.

**Reason:**

Current declining student enrollment threatens survival of FSU. A joint solution to that problem is required before fringe cost increases should be considered.

### **Section 13.4: Benefits During Paid Leave**

#### **FFA Position:**

Acknowledges members receiving Worker's Compensation receive no insurance for their spouse and children. (exhibit 202)

#### **FSU Position:**

The old contract is not clear concerning the effect Worker's Comp has upon Sick Leave Benefits. FSU confirms a long standing past practice by making it clear that "paid leave of absence" does not include leaves of absence during which the member is eligible for Worker's Compensation Benefits.

#### **Fact Finders Recommendation:**

The FFA should accept this change.

#### **Reason:**

It is more desirable to make the contract clear than to argue an issue of "past practice" after the fact.



**Section 13.5 -- Assignment Off Campus.**

**(Note: This is referred to as 13.5C Travel Increments, by FFA and 13.6C by FSU)**

**FFA Position:**

Provides a last ditch defense against assignment to off campus courses when there are no qualified volunteers.

**FSU Position:**

Provides department head authority to make an assignment based on inverse order of seniority.

**Fact Finders Recommendation:**

FSU should propose new language of assurance to be added as sub section 3.a, as follows: "The unilateral decision of the department head will be subject to review under section 4.3B of the agreement and or the grievance arbitration procedure." (Note) This should be added to the Board's proposal.

**Reason:**

Some method must be found to bring such assignments to conclusion. The existing procedure assures that every possible avenue is followed to avoid assignment to an unwilling candidate. The suggested new language will allow both parties to jointly consider adverse impacts which may result from implementation of this article.

## **SECTION 14.2A - Salary**

### **FFA Position:**

The following percentage increments shall be applied to each member's base salary at the end of the prior year:

1994-95	No salary increment except for promotion/merit and new degrees.
1995-96	3.5%
1996-97	3.5%
1997-98	3.5%

### **FSU Position:**

The following percentage increment shall be applied to each member's base salary at the end of the prior year.

1994-95 through 9/30/95 - No increase

Effective October 1, 1995, Salaries will be increased on October 1 of 1995, 1996, 1997, 1998, 1999 and 2000, as follows:

Based upon total student credit hours as reported in the annual HEIDI fall data submission to the State of Michigan:

Less than 116,000	=0
116,000 to 139,000	=1.5%
139,000 to 149,000	= 2.0%
149,000 to 155,800	= 2.5%
155,800	= 3.0%

In addition, the following amounts will be paid but not added to the base salary:

1996-97 - \$1,000.00 to active employees, excepting unit members assigned to administrative positions, as of the date of ratification by the FFA.

Each year, 1997-98 through 1999-00 \$750, in installments on regular paydays to active employees. As of July 1 for 12 month members and as of the beginning of the academic year for 10 month members, for the years 2000-01 and 2001-02, base salaries will be increased by three percent (3%)

**Fact Finder Recommendation:**

FFA should accept the FSU salary proposal.

**Reasons:**

Acceptance of the above will confirm a new agreement setting the stage for a bright new future. This contract provides salary and bonus increases approximating 3% per year with a clear potential to exceed that amount. If the parties join forces working together in harmony a new environment will arise,. The ghosts of the past will be laid to rest. Productivity will be a respected idea accepted as essential to survival in the modern world.

All of the above will generate and sustain collective pride. Creative energies of the board, faculty, and students will be set free. With those forces established, enrollment and revenue will flourish.

The positive outcomes outlined above must take place. If organizational tensions of the past continue, student enrollment will decline to the point of extinction. Continuation of status quo at Ferris State will constitute mutual self destruction.

**Section 15.1 thru 15.2 Promotion, Merit and Compensation**

**FFA Position** - On 15.1 and 15.2 - As presented in it's 1/30/97 proposal.

**FSU Position** - As stated in the FSU Post Hearing Brief.

**Fact Finder Recommendation:**

FFA accepts FSU's first paragraph language, as follows:

"Each College and a Group comprised of the Counselors and Librarians shall establish or maintain a promotion committee, fifty percent (50%) of whom shall be appointed by the Dean."

FFA should propose the addition of the following last sentence from the 94 agreements' first paragraph as follows:

"Current promotion policies of college/group will continue and any changes will be implemented when approved by both the Dean and a majority vote of the promotion committee."

FSU should agree to accept the above sentence. If these actions are taken the first paragraph will read as follows:

Each College and a Group comprised of the Counselors and Librarians shall establish or maintain a promotion committee, fifty percent (50%) of whom shall be appointed by the Dean. Current promotion policies of college/group will continue and any changes will be implemented when approved by both the Dean and a majority vote of the promotion committee.

Other than for the change in the first paragraph referred to above, the Fact Finder recommends adoption of the balance of this entire article. 15.1 & 15.2 as proposed by the FFA. *ie.*, use 1994 language.

**15.2 Promotion/Merit Procedures:**

FSU should accept old contract language on this section, as proposed by FFA.

**Reason:**

The FSU proposal for a 50/50 split of members of college/group promotion committees is in line with fairness, and is recommended for that reason.

The Fact Finder does not recommend adoption of the remainder of the FSU promotion Merit Proposal. He believes such change may negatively influence final ratification of a new agreement. Promotion and merit changes clearly spark skepticism among all members, because each one hopes to receive a promotion/merit, if not now, then soon.

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Ferris has maintained competitive salary levels through the years. Current promotion/merit increases are part of the total cost of salaries, obviously the current Promotion/merit system has not raised salary costs excessively as compared to comparable institutions. The membership is comfortable and familiar with current procedures even though they are extremely complex and difficult to administer. Adoption of the new proposal would be time consuming and difficult to explain to the membership. It would come upon the heels of many other changes and many other questions and answers. In the absence of FFA leadership support, the FSU proposal has the potential to arouse disproportionate opposition to the entire agreement.

The Fact Finder has not hesitated in this report to come out in favor of many proposals which promote productivity and thereby protect Job security.

All of the foregoing recommendations have been made with confidence based on the Fact Finders belief that Ferris Faculty members are completely knowledgeable concerning the need to maintain both productivity and competitiveness if they expect to achieve their career goals at Ferris.

### **15.3 Compensation for Promotion/Merit**

#### **FFA Position:**

Proposes to maintain the old contract language.

#### **FSU Position:**

Proposes to insert a minimum amount of "Not less than \$2,300."

#### **Fact Finders Recommendation**

The parties should renew old contract language on this section.

#### **Reason:**

The introduction of a new term called, "minimum", although described in the FSU brief as, "only a minimum", is a term which will be interpreted as a new threat, even if that may not be its' intention. This issue is not significant in the light of the foregoing productivity improvements which have been recommended.

## **Section 15.4 - Degrees**

### **FFA Position:**

Maintain 1994 language as is.

### **FSU Position:**

Believes this section leads to double-dipping. One increase automatic and one as a promotion.

### **Fact Finder Recommendation:**

The FSU should withdraw its' proposal on this section. This withdrawal should be conditioned on joint agreement with the Fact Finders' economic recommendation.

### **Reason:**

The issue is not significant in the light of other advances which have been recommended in this report.

**Section 17.1 A,B,C - Retirement Contribution.**

(This is referred to as 17.2 A,B,C by FSU)

**FFA Position:**

As stated in the record. 13% of a member's earnings as a member.

**FSU Position:**

As stated in the record.

Through the 1996 Fiscal Year 11.5%

Thereafter - 12%

**Fact Finder Recommendation:**

FFA should accept the FSU proposal on this section

**Reason:**

This is reasonable and is in keeping with avoidance of adding increments of cost to fringe benefits which tend to escalate uncontrollably in future years



**Section 18.1A - Overload Class Policies and Procedures.**

**FFA Position:** As stated in the record.

**FSU Position:** As stated in the record.

**Fact Finder Recommendation:**

The parties should retain old contract language. They should jointly devise a comparative study based on a selected sample of FFA members who are paid under the old formula and simultaneously tracked (on paper) according to the proposed FSU formula. If such study has already been conducted, the Fact Finder should know that.

At present the Fact Finder has no reliable data upon which to base a recommendation. The parties offer arguments which are diametrically opposed.

**Reason:**

The Fact Finder is unable to accept or reject the divergent views being offered by the parties.

**Section 18.2 - Independent Study.**

**FFA Position:**

Claims \$100 per credit hour - per student.

**FSU Position:**

This program should remain voluntary, without pay.

**Fact Finder Recommendation:**

FFA should accept FSU Position.

**Reason:**

Compelling reasons for change were not given in the record.

### **Section 19.1 - A,B,C. Part time Instruction**

**(Note: FFA proposal is 17. FSU is 19)**

#### **FFA Position:**

Limits part time employment to not more than 10% by college, however, if temps in a college exceed 10% longer than two standard work loads for four consecutive semesters etc., etc., FSU shall hire a full time member for such assignment.

#### **FSU Position:**

Limits such employment to 20% of members (University wide). (Note: See language proposals for full text.)

#### **Fact Finders Recommendation:**

The University should reduce it's proposal from 20% to 15%; if that is done the FFA should accept the change.

#### **Reason:**

This will accomplish expansion from a college base to a University wide basis, and provide the life of the new agreement within which the parties can evaluate the impact of the new language.

**Section 20 - Voluntary Resignation Incentive Plan. "Early Retirement"**

**FFA Position:**

Proposes to maintain status quo re eligibility and increase compensation to \$680 per month and fringe benefits; MESSA DELTA to (75/75/60: \$2000 with adult orthodontics (\$1500 Max class I & II), and add VSP-3 as a Vision plan.

**FSU Position:**

Proposes to control access to the plan, change eligibility to the plan, control costs, be relieved from providing health insurance coverage for members who become eligible for insurance paid for by another entity and increase monthly benefit to \$650 per month.

**Fact Finder Recommendation:**

FFA should accept FSU proposals on this section. This acceptance should be conditioned on joint agreement with the Fact Finders' economic recommendation.

**Reason:**

Early retirement is generally only of interest to faculty members who's personal financial situations make it attractive.

Early retirement is of benefit to both parties during periods of retrenchment. Each volunteer who is approved, saves another member from lay-off. If the parties allow costs of this program to exceed savings resulting from retrenchment, there will be no reason to approve early retirement applications .

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**Section 21 - Duration of Contract**

**FFA Position:**

Expire 11.59 PM, June 30, 1998

**FSU Position:**

Expire 11.59 PM, June 30, 2002

**Fact Finder Recommendation:**

Contract should expire on June 30, 2002

**Reason:**

Presentation of a ratifiable new agreement to the membership at this critical moment in the history of Ferris State University is essential. All parties must understand it's reality, fully understand it's burdens, and accept it's call for a new beginning signifying the end of institutional tension and restoration of mutual respect.

## **REASONS AND GENERAL SUMMARY REMARKS:**

The Fact Finder believes the student credit hour salary plan is vital to future success. As student enrollments go higher, faculty salaries do the same, if lower, then lower. Faculty is concerned about job security. Job security depends upon students. The future is not clear, always subject to unpredictable change. A longer agreement will allow both parties to rest easier. The Student Credit Hour Plan could become a win/win feature. The concept of sharing enrollment revenues should unite Board and Faculty on common ground where each views the other as essential to mutual survival.

Financial Health of the University is threatened by declining enrollment and revenue. Successful recruitment of new students will not flourish until University and Faculty have earned public respect. Shared revenue from increasing enrollment provides tangible incentives to pull together as a team.

In this case, ability of the parties to achieve public respect is subject to proof.

The Fact Finder is aware of the non-binding nature of his assignment. However, he believes new agreement is inevitable.

This report is based on profound respect for leaders and members of the University and FFA. Prior to Fact Finding, the parties through their own efforts, brought themselves to the brink of agreement. That effort failed. The thrust of this report is to substitute disagreement with agreement and replace doubt with confidence.

Judged separately, you are gifted, together you will be dynamic.

Respectfully submitted,



Carl D. Kerekes

CDK/iw

cc:

Shlomo Sperka - MERC

Mary Stiehl - MERC